

REMARKS

The Final Office Action mailed October 6, 2005, has been received and reviewed. Claims 1 through 5 are currently pending in the application. Claims 1 through 5 stand rejected. Applicant respectfully request reconsideration of the application in view of the arguments herein.

35 U.S.C. § 112 Claim Rejections

Claims 1 through 5 stand rejected under 35 U.S.C. § 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Applicant respectfully traverses this rejection, as hereinafter set forth.

The standard for evaluating whether the previously amended claim complies with the written description requirement is “whether the specification conveys with reasonable clarity to those skilled in the art that...applicant was in possession of the invention as now claimed.” *See e.g., Vas-Cath, Inc. v. Mahurkar*, 935 F.2d 1555, 1563-64 (Fed. Cir. 1991); M.P.E.P. § 2163.02. Possession may be shown in a variety of ways, including drawings. *See, e.g., Pfaff v. Wells Elec., Inc.*, 525 U.S. 55, 68 (1998); M.P.E.P. § 2163.02. “The subject matter of the claim need not be described literally (*i.e.*, using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement.” M.P.E.P. § 2163.02.

One skilled in the art would understand that previously amended independent claim 1 is supported with reasonable clarity in the specification. Support for the amendment may be found in ¶ 0039 of the specification and with reference to FIGs. 4 and 9, as referred to in ¶ 0039. For example, one skilled in the art would understand that the limitation “longitudinal extent” refers to the “overall length 84 of the row 36 of bond pads 34.” ¶ 0039; FIG. 4. Similarly, one skilled in the art would understand that “equidistantly spaced” refers to the interpad spacing or pitch 8. ¶ 0039; FIG. 4. The specification then provides several examples to which the limitation refers, both in the text and in FIGs. 4 & 9. Thus, the specification conveys with reasonable clarity to one skilled in the art that the applicant is in possession of the invention. Therefore, the withdrawal of the 35 U.S.C. § 112, first paragraph, rejection is respectfully requested.

Claims 2-5 are each additionally allowable for depending either directly or indirectly from allowable independent claim 1, among other reasons.

Claims 1 through 5 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicant respectfully traverses this rejection, as hereinafter set forth.

The standard for evaluating a claim for definiteness under 35 U.S.C. § 112, second paragraph, is whether “those skilled in the art would understand what is claimed when the claim is read in light of the specification.” *Orthokinetics, Inc. v. Safety Travel Chairs, Inc.*, 806 F.2d 1565, 1576 (Fed. Cir. 1986); M.P.E.P. § 2173.03. “The fact that claim language, including terms of degree, may not be precise, does not automatically render the claim indefinite” under the statute. *Seattle Box Co. v. Industrial Crating & Packing, Inc.*, 731 F.2d 818 (Fed. Cir. 1984); M.P.E.P. § 2173.05(b). If the specification provides some standard for measuring a term of degree or one skilled in the art would be apprised of the scope of the invention a rejection of the claim under 35 U.S.C. § 112, second paragraph is improper. M.P.E.P. § 2173.05(b). *See Orthokinetics, Inc. v. Safety Travel Chairs, Inc.*, 806 F.2d 1565; M.P.E.P. § 2173.05(b) (“patent law does not require that all possible lengths corresponding to the spaces in hundreds of different automobiles be listed the patent, let alone they be listed in the claims”).

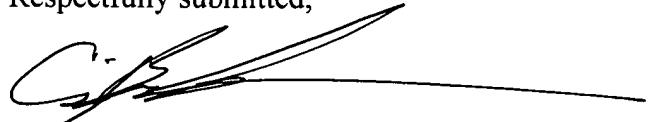
With respect to independent claim 1, one skilled in the art would understand what is claimed when read in light of the specification. The presence of the conjunction “if” in the claim does not make the claim indefinite. Rather, the conjunction “if” merely aids in conveying the limitation that the longitudinal extent of the bond pads remains substantially the same regardless of whether the bond pads comprise a single row or a group of longitudinally adjacent bond pads, as described in the specification in ¶ 0039. Thus, one skilled in the art would be apprised of the scope of the invention based on the language in the claim, with further support, although unnecessary, available when the claim is read in light of the specification. Therefore, the withdrawal of the 35 U.S.C. § 112, second paragraph, rejection is respectfully requested.

Claims 2-5 are each additionally allowable for depending either directly or indirectly from allowable independent claim 1, among other reasons.

CONCLUSION

Claims 1-5 are believed to be in condition for allowance, and an early notice thereof is respectfully solicited. Should the Examiner determine that additional issues remain which might be resolved by a telephone conference, he is respectfully invited to contact Applicant's undersigned attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Craig Buschmann', with a long horizontal line extending to the right.

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